



COUNTY OF LOS ANGELES
DEPARTMENT OF PUBLIC WORKS

"To Enrich Lives Through Effective and Caring Service"

900 SOUTH FREMONT AVENUE
ALHAMBRA, CALIFORNIA 91803-1331
Telephone: (626) 458-5100
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GAIL FARBER, Director

ADDRESS ALL CORRESPONDENCE TO:
P.O. BOX 1460
ALHAMBRA, CALIFORNIA 91802-1460

March 01, 2011

ADOPTED

BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

26 March 1, 2011

Sachi A. Hamai
SACHI A. HAMAI
EXECUTIVE OFFICER

Dear Supervisors:

**APPROVE FUNDING AGREEMENT FOR THE
EL PUEBLO DE LOS ANGELES STATE HISTORIC PARK
PEDESTRIAN IMPROVEMENTS PROJECT — PHASE III
(SUPERVISORIAL DISTRICT 1)
(3 VOTES)**

SUBJECT

Approval of the recommended action will partially fund the El Pueblo de Los Angeles State Historic Park Pedestrian Improvements Project – Phase III in the City of Los Angeles by the LA Plaza de Cultura y Artes Foundation.

IT IS RECOMMENDED THAT YOUR BOARD:

Approve and instruct the Mayor of the Board to sign the enclosed Funding Agreement between the County of Los Angeles and LA Plaza de Cultura y Artes Foundation for partial funding of the El Pueblo de Los Angeles State Historic Park Pedestrian Improvements Project – Phase III in the City of Los Angeles using \$1.5 million of County of Los Angeles Proposition C Local Return funds.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The recommended action will provide funding for the LA Plaza de Cultura y Artes Foundation (Foundation) to construct the El Pueblo de Los Angeles State Historic Park Pedestrian Improvements Project - Phase III.

Background

In September 2004, the Board of Supervisors (Board) approved various actions relative to developing the LA Plaza de Cultura y Artes Project, a Mexican-American cultural and multimedia center dedicated to broadening the public's appreciation of the diverse contributions of early Mexican-American settlers to the history of Los Angeles.

On December 19, 2006, the County of Los Angeles (County) and Foundation entered into Agreement No. 75972, providing for the Foundation to perform or cause to be performed all work necessary to complete the preliminary engineering for this project and for the County to reimburse the Foundation for the cost of the preliminary engineering up to a maximum amount of \$324,000.

The project includes phased development of an enhanced pedestrian walkway from Alameda Street to the Fort Moore Memorial and is envisioned to occur in four phases as follows:

- Phase 1 – Spring Street to Broadway
- Phase II – Broadway to Hill Street
- Phase III – Main Street to Spring Street
- Phase IV – Alameda Street to Main Street

This approval addresses only Phase III of the project. Once all phases are complete, the project will enhance the linkage of pedestrian routes and improve conditions for pedestrian access to cultural and historical landmarks at the El Pueblo de Los Angeles State Historic Park and the Fort Moore Memorial.

The Project

Phase III of the project includes an enhanced pedestrian walkway between Main Street and Spring Street. In September 2010, your Board approved refinements to the LA Plaza de Cultura y Artes project that included Phase III of the El Pueblo de Los Angeles State Historic Park Pedestrian Improvements Project. In accordance with Agreement No. 75972, the design plans for this phase are now complete.

Funding Agreement

The enclosed Funding Agreement will allow for the County to reimburse the Foundation for construction costs incurred with implementation of the project. It is recommended that your Board approve the enclosed Funding Agreement that will partially fund the project.

Implementation of Strategic Plan Goals

The Countywide Strategic Plan directs the provisions of Operational Effectiveness (Goal 1), Community and Municipal Services (Goal 3), and Public Safety (Goal 5).

By constructing the proposed improvements, pedestrian movement between Main Street and Spring Street will be enhanced and safety will be improved for County residents who use these facilities.

FISCAL IMPACT/FINANCING

The total construction cost of Phase III of this project is estimated at \$3,000,000. Phase III will be funded with non-federal funds. The Fiscal Year 2010-11 Proposition C Local Return Fund Budget includes \$1,500,000 for Phase III. The remaining \$1,500,000 will be provided by the Foundation. The County will be required to provide Los Angeles County Metropolitan Transportation Authority (LACMTA) with quarterly reports and to maintain a 50 percent local match contribution to the El Pueblo de Los Angeles State Historic Park Pedestrian Improvements Project.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The County Department of Public Works (Public Works) previously secured a grant for the El Pueblo de Los Angeles State Historic Park Pedestrian Improvements Project. Public Works and LACMTA have mutually agreed to provide the grant to another eligible project in Los Angeles County, and Public Works has agreed to provide an equal amount of Proposition C Local Return funds for the El Pueblo de Los Angeles State Historic Park Pedestrian Improvements Project. The Funding Agreement has been signed by the Foundation and has been reviewed and approved as to form by County Counsel.

Supervisor Molina currently serves as one of five members of the Board and a member of the Foundation Board of Directors. The officers of the Foundation do not benefit financially from services in those positions. As the Foundation's primary purpose is to support your Board in the rehabilitation and development of the El Pueblo properties, County Counsel has advised that the conflict of interest laws would not preclude the County from approving this Funding Agreement.

ENVIRONMENTAL DOCUMENTATION

The recommended action is within the scope of the project in the previously certified Environmental Impact Report and Addendum.

On September 14, 2004, your Board certified the Environmental Impact Report (EIR) for the LA Plaza de Cultura y Artes project, which consists of rehabilitation and adaptive use of the Plaza House and the Vickery-Brunswig Building and creation of a pedestrian friendly environment through paseos and walkways on the leased parcels under Lease Agreement 75133. On September 28, 2010, your Board certified the Addendum to the previously certified EIR that included the pedestrian improvements between Main Street and Spring Street.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

The proposed improvements are needed and of general County interest. The project will promote safe and efficient movement of pedestrians from the Fort Moore Memorial to the cultural centers located in the El Pueblo District.

CONCLUSION

Enclosed are two originals of the Funding Agreement. Upon approval by the Board, please return the Funding Agreement marked ORIGINAL along with one adopted copy of this letter to Public Works, Programs Development Division. The Funding Agreement marked COUNTY ORIGINAL is for your files.

Respectfully submitted,

A handwritten signature in cursive script that reads "Gail Farber".

GAIL FARBER
Director

GF:JTW:pr

Enclosures

c: Chief Executive Office (Rita Robinson)
County Counsel
Executive Office

FUNDING AGREEMENT FOR THE
LA PLAZA DE CULTURA Y ARTES FOUNDATION

THIS FUNDING AGREEMENT is made and entered into by and between the LA PLAZA DE CULTURA Y ARTES FOUNDATION, a non-profit public interest foundation, (hereinafter referred to as FOUNDATION), and the COUNTY OF LOS ANGELES, a political subdivision of the State of California (hereinafter referred to as COUNTY):

W I T N E S S E T H

WHEREAS, COUNTY previously was awarded a Los Angeles County Metropolitan Transportation Authority (LACMTA) grant in the amount of Four Hundred Thousand and 00/100 Dollars (\$400,000.00) to prepare preliminary design plans for an enhanced pedestrian walkway from Alameda Street to the Fort Moore Memorial (hereinafter referred to as PROJECT); and

WHEREAS, the design and construction of an enhanced pedestrian walkway and design and installation of wayfinding signage from Alameda Street to the Fort Moore Memorial are envisioned to occur in four phases: Phase 1 - Spring Street to Broadway via the existing County parking lot (hereinafter referred to as Phase I), Phase II - Broadway to Hill Street (hereinafter referred to as Phase II), Phase III - Main Street to Spring Street including the courtyard for the FOUNDATION buildings (hereinafter referred to as Phase III), and Phase IV - Alameda Street to Main Street (hereinafter referred to as Phase IV); and

WHEREAS, PROJECT will enhance linkage of pedestrian routes and improve conditions for pedestrian access to cultural and historical landmarks at the El Pueblo de Los Angeles State Historic Park and at Fort Moore Memorial; and

WHEREAS, FOUNDATION'S mission and vision include creating a multidisciplinary cultural complex that will showcase the many significant Mexican-American contributions to Los Angeles history, art, culture, and food; and

WHEREAS, PROJECT also includes installation of a kiosk; and

WHEREAS, COUNTY and FOUNDATION previously entered into Agreement No. 75972 to reimburse FOUNDATION up to a maximum amount of Three Hundred Twenty-Four Thousand and 00/100 Dollars (\$324,000.00) for all costs related to preliminary design plans for an enhanced pedestrian walkway from Alameda Street to the Fort Moore Memorial; and

WHEREAS, FOUNDATION prepared design plans for Phase III of the project under Agreement No. 75972 with the COUNTY; and

WHEREAS, COUNTY and FOUNDATION propose to construct an enhanced pedestrian walkway for Phase III of the PROJECT; and

WHEREAS, COUNTY has been awarded grant funds in the amount of Six Million Three Hundred Forty-Seven Thousand and 00/100 Dollars (\$6,347,000.00) by LACMTA (hereinafter referred to as GRANT FUNDS) to finance the remaining work associated with the PROJECT; and

WHEREAS, COUNTY and LACMTA have mutually agreed that the GRANT FUNDS will be allocated to another eligible project in Los Angeles County, and COUNTY will allocate an equal amount of Proposition C Local Return (PROP C LR) funds to PROJECT; and

WHEREAS, COUNTY, due to the original award of GRANT FUNDS, which have been applied to another project instead, has agreed to provide LACMTA with quarterly reports that detail the progress and expenditures for the PROJECT and a certificate of completion at the completion of the PROJECT; and

WHEREAS, in accordance with the provisions of California Government Code Section 26227, the parcels between the Main Street and Spring Street, which encompass the areas where the Phase III portion of the pedestrian walkway PROJECT shall be constructed were leased to the FOUNDATION; and

WHEREAS COUNTY desires to utilize PROP C LR funds to reimburse FOUNDATION up to a maximum amount of One Million Five Hundred Thousand and 00/100 dollars (\$1,500,000.00), to complete all activities related to construction of Phase III of the PROJECT (hereinafter is referred to as CONSTRUCTION); and

WHEREAS, FOUNDATION will also provide a local match of funds up to One Million Five Hundred Thousand and 00/100 dollars (\$1,500,000.00) to complete all activities related to the CONSTRUCTION; and

NOW, THEREFORE, in consideration of mutual benefits to be derived by the FOUNDATION and COUNTY and the promises herein contained, it is hereby agreed as follows:

(1) DEFINITIONS:

- a. "Phase III of the PROJECT," as referred to in this FUNDING AGREEMENT, shall consist of CONSTRUCTION of Phase III of the PROJECT. The CONSTRUCTION of Phase III of the PROJECT shall include renovation and enhancement of the existing walkway from Main Street to Spring Street.
- b. "CONSTRUCTION," as referred to in this FUNDING AGREEMENT, shall consist of work related to design of Phase III of the PROJECT, advertising Phase III of the PROJECT for construction bids, award and management of

the construction contract, construction engineering, change orders, construction administration, and all other necessary work to complete the construction of Phase III of the PROJECT in accordance with all applicable project requirements.

(2) FOUNDATION AGREES:

- a. To perform, or cause to be performed, CONSTRUCTION of Phase III of the PROJECT, in compliance with the procedures acceptable to COUNTY and all required COUNTY approvals, and in compliance with all applicable State and Federal laws and regulations, including but not limited to, the Americans with Disabilities Act.
- b. To obtain all necessary permits and acquire or lease all necessary rights of way before CONSTRUCTION of Phase III of the PROJECT.
- c. To provide staff at the kiosk and maintain an inventory of brochures, at FOUNDATION expense that discuss the historical, cultural, and sociological significance of various city landmarks in the downtown area.
- d. To provide detailed monthly billing invoices to COUNTY after execution of the FUNDING AGREEMENT for costs incurred for CONSTRUCTION.
- e. To provide detailed quarterly project progress and status reports to COUNTY after execution of the FUNDING AGREEMENT for work related to CONSTRUCTION.
- f. To maintain satisfactory financial accounts, documents, and records of the expenditure of PROP C LR funds and to make them available to the COUNTY for auditing at reasonable times. FOUNDATION also agrees to retain such financial accounts, documents and records for five (5) years following termination of this FUNDING AGREEMENT.
- g. To use a generally accepted accounting system and to maintain, and make available for COUNTY inspection, accurate records of all of its costs, disbursements, and receipts with respect to its activities under this Agreement.
- h. To furnish COUNTY, within one hundred twenty (120) calendar days after completion and acceptance of the construction contract for Phase III of the PROJECT, a final accounting of the actual costs of CONSTRUCTION including an itemization of actual payments to contractors and an itemized accounting of all actual labor, equipment, material, indirect, and miscellaneous costs incurred in the completion of CONSTRUCTION.

- i. To defend, indemnify, release, and hold harmless COUNTY, its officers, agents, employees, and Board from and against any and all claims, liability and expenses, defense costs, and legal expenses (including attorney's and expert fees) of any kind whatsoever, including, without limitation, claims alleging personal injury or property damage relating to, arising out of, or connected with any acts or omissions on the part of FOUNDATION or any of its officers, directors, agents, employees, representatives, contractors, consultants, subcontractors of any tier or subconsultants of any tier, under or in connection with any work, authority, or jurisdiction delegated to or determined to be the responsibility of FOUNDATION under this FUNDING AGREEMENT.
- j. Without limiting FOUNDATION'S indemnification of COUNTY and during the term of this FUNDING AGREEMENT, FOUNDATION shall provide and maintain, at its own expense, the following programs of insurance. Such programs and evidence of insurance shall be satisfactory to COUNTY and primary to, and not contributing with, any other insurance maintained by COUNTY. Certificate(s) or other evidence of coverage shall be delivered to the Department of Public Works, 900 South Fremont Avenue, Alhambra, CA 91803, prior to commencing services under this AGREEMENT, shall specifically identify this FUNDING AGREEMENT, and shall contain the express condition that COUNTY is to be given written notice by registered mail at least thirty (30) days in advance of any modification or termination of insurance.

Failure by FOUNDATION and/or its contactor, consultants, subcontractors of any tier or subconsultants of any tiers, to procure and maintain the required insurance shall constitute a material breach of contract upon which COUNTY may immediately terminate or suspend this FUNDING AGREEMENT.

Such liability insurance shall be endorsed naming COUNTY as an additional insured and shall include:

- i. General liability insurance written on a commercial general liability form or on a comprehensive general liability form covering the hazards of premises/operations, contractual, independent contractors, advertising, products/completed operations, broad form property damage, and personal injury with a combined single limit of not less than One Million and 00/100 Dollars (\$1,000,000.00) per occurrence and Two Million and 00/100 Dollars (\$2,000,000.00) aggregate.
 - 1. If written with an annual aggregate limit, the policy limit should be three (3) times the above-required occurrence limit.

2. If written on a Claims Made Form, FOUNDATION shall be required to provide an extended two-year reporting period commencing upon termination or cancellation of this FUNDING AGREEMENT.
- ii. Comprehensive auto liability for all owned, non-owned, and hired vehicles with a combined single limit of not less than One Million and 00/100 Dollars (\$1,000,000.00) per occurrence.
- iii. Workers Compensation insurance in an amount and form to meet all applicable requirements of the Labor Code of the State of California, including Employer's Liability with a One Million and 00/100 Dollar (\$1,000,000.00) limit, covering all persons the FOUNDATION is legally required to cover.
- k. To pay prevailing wages to all FOUNDATION employees and workers associated with the PRELIMINARY ENGINEERING and CONSTRUCTION of Phase III of this PROJECT and to contractually require all contractors or subcontractors of any tier and all consultants or subconsultants of any tier to pay prevailing wages to all employees or workers performing work or services on Phase III of the PROJECT.

(3) COUNTY AGREES:

- a. To reimburse FOUNDATION for all costs related to CONSTRUCTION of Phase III of the PROJECT, up to maximum amount of One Million Five Hundred Thousand and 00/100 Dollars (\$1,500,000.00).
- b. To provide METRO with quarterly reports that detail the progress and expenditures for Phase III of the PROJECT, and a certificate of completion at the completion of Phase III of the PROJECT.
- c. To review and approve all quarterly status and progress report submittals prepared by FOUNDATION.
- d. Upon receipt and approval of each FOUNDATION invoice, to pay FOUNDATION for the amount invoiced within thirty (30) calendar days.

(4) IT IS MUTUALLY UNDERSTOOD AND AGREED AS FOLLOWS:

- a. This FUNDING AGREEMENT may only be amended or modified in writing as mutually agreed to by COUNTY and FOUNDATION.
- b. At any time during the term of this FUNDING AGREEMENT or at any time within five (5) years of the expiration or prior termination of this FUNDING AGREEMENT, authorized representatives of the COUNTY may conduct an audit of the FOUNDATION records for the purpose of verifying

appropriateness and validity of expenditures of PROP C LR funds under the terms of this FUNDING AGREEMENT. If said audit reveals expenditures that cannot be verified or that were paid in violation of the terms of this FUNDING AGREEMENT, the COUNTY may request that the FOUNDATION substitute other funds available to the FOUNDATION and return to COUNTY any PROP C LR funds expended for those ineligible expenditures.

The FOUNDATION, within thirty (30) days of notification from the COUNTY of its audit findings, may dispute the audit findings in writing to the COUNTY and provide the COUNTY with records and/or documentation to support the expenditure claims. The COUNTY shall review this documentation and make a final determination as to the validity of the expenditures.

- c. COUNTY shall review the final accounting invoice prepared by FOUNDATION and report in writing any discrepancies to FOUNDATION within thirty (30) calendar days after the date of said invoice. Undisputed charges shall be paid by COUNTY to FOUNDATION within thirty (30) calendar days after the date of said invoice. FOUNDATION shall review all disputed charges and submit a written justification detailing the basis for those charges within thirty (30) calendar days of receipt of COUNTY'S written report. COUNTY shall make payment of the previously disputed charges or submit justification for nonpayment within thirty (30) calendar days after the date of the FOUNDATION'S written justification. If any disputed amounts remain following the above procedure, COUNTY shall immediately pay these to FOUNDATION, under protest, as long as the aggregate amount does not exceed the maximum amount authorized by this FUNDING AGREEMENT and may proceed to file any claim that may be appropriate. All payment obligations of the COUNTY hereunder are subject to paragraph 3(a) above.
- d. The FUNDING AGREEMENT will be effective upon mutual execution of this FUNDING AGREEMENT by both parties AND remain in force until six months following completion and acceptance of CONSTRUCTION.
- e. Any correspondence, communication, or contact concerning this FUNDING AGREEMENT shall be directed to the following:

FOUNDATION:

Mr. Miguel Angel Corzo
La Plaza de Cultura y Artes Foundation
501 North Main Street
Los Angeles, CA 90012

COUNTY:

Ms. Gail Farber
Director of Public Works
County of Los Angeles
Department of Public Works
P.O. Box 1460
Alhambra, CA 91802-1460

- f. FOUNDATION shall not assign, transfer, convey, or otherwise dispose of this FUNDING AGREEMENT or its rights, title, or any interest therein, without COUNTY'S prior written consent.
- g. FOUNDATION is not an agent or employee of the COUNTY by virtue of this FUNDING AGREEMENT.
- h. During the performance of this FUNDING AGREEMENT, FOUNDATION shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, ancestry, age, marital status, or national origin.
- i. If any provision or provisions of this FUNDING AGREEMENT are for any reason adjudged to be unenforceable or invalid, it is the specific intent of both parties that the remainder shall subsist, be, and remain in full force and effect.
- j. This FUNDING AGREEMENT shall be construed and interpreted under the laws of the State of California.
- k. In the event of a dispute arising from this FUNDING AGREEMENT, the parties agree to participate in a non-binding mediation before resorting to litigation.
- l. The COUNTY shall have no liability for any debts, liabilities, deficits or cost overruns of the PROJECT funded herein and the parties agree that the liability of the COUNTY hereunder shall be limited to the payment of the COUNTY funds pursuant to the terms and conditions of this FUNDING AGREEMENT. Any contracts entered into, or other obligations or liabilities incurred by FOUNDATION in connection with the improvements or otherwise relating to this FUNDING AGREEMENT shall be the sole responsibility of the FOUNDATION, and the COUNTY shall have no obligation or liability whatsoever thereunder or with respect thereto, unless the COUNTY is a party to any such agreement. This FUNDING AGREEMENT does not otherwise alter or amend any other agreements or obligations between the COUNTY and FOUNDATION.

IN WITNESS WHEREOF, the parties hereto have caused this FUNDING AGREEMENT to be executed by their representative officers, duly authorized by LA PLAZA DE CULTURA Y ARTES FOUNDATION on FEBRUARY 15, 2011, and by the COUNTY OF LOS ANGELES on March 1, 2011.



ATTEST:

SACHI A. HAMAI
Executive Officer of the
Board of Supervisors of the
County of Los Angeles

By [Signature]
Deputy

APPROVED AS TO FORM:

ANDREA SHERIDAN ORDIN
County Counsel

By [Signature]
Deputy

LA PLAZA DE CULTURA Y ARTES
FOUNDATION
A non-profit public interest foundation

By Miguel Angel Corzo

By PRESIDENT & CEO

(Signature must be notarized.)

COUNTY OF LOS ANGELES

By Mike Antonovich
Mayor, County of Los Angeles

I hereby certify that pursuant to
Section 25103 of the Government Code,
delivery of this document has been made.

SACHI A. HAMAI
Executive Officer
Clerk of the Board of Supervisors

By [Signature]
Deputy

ADOPTED
BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

#26 MAR 1 2011

Sachi A. Hamai
SACHI A. HAMAI
EXECUTIVE OFFICER

77486

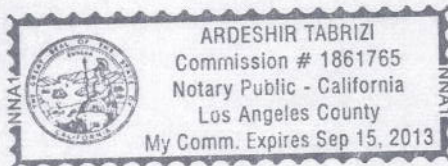
CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Los Angeles

On Feb 15, 2011 before me, Ardeshir Tabrizi, Notary Public

personally appeared Miguel Angel Corzo



who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal:

Signature

Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

- ☐ Individual
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Attorney in Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other: _____

Signer Is Representing: _____

RIGHT THUMBPRINT
OF SIGNER
Top of thumb here

Signer's Name: _____

- ☐ Individual
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Attorney in Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other: _____

Signer Is Representing: _____

RIGHT THUMBPRINT
OF SIGNER
Top of thumb here